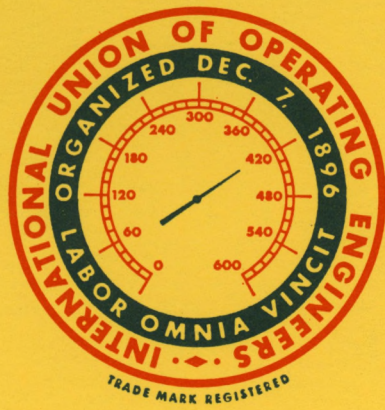


June 30, 1976

m. S. U.

Collective Bargaining Agreement



Brighton Area Schools

BY AND BETWEEN

International Union of Operating Engineers
Local 547 A, B & C — AFL-CIO

AND

Brighton Area Schools

Local #547 IUE
13020 Powitan
Det., Mi: 48827

Bus Drivers

AGREEMENT

between

THE BRIGHTON AREA SCHOOLS, hereinafter referred
to as the "Employer",

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547, 547A, 547B, and 547C, AFL-CIO
hereinafter referred to as the "Union".

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP; CHECK-OFF

Section 1. Union Recognition.

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

(b) The term employee as used herein shall include all Regular Bus Drivers, excluding Substitutes, Supervisors and all other Employees.

Section 2. Agency Shop.

(a) Membership in the Union is not compulsory. Employees have the right to join or not to join the Union, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

(b) Membership in the Union is separate and distinct from the assumption by an employee of his equal obligation to compensate the Union for the benefits he receives from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it ^{is} fair that such employee in the

bargaining unit pay equally for benefits received and assume their fair share contained in this Agreement.

(c) The Employer agrees that as a condition of continued employment all present and future employees within the bargaining unit shall either become and remain members in good standing in the Union or shall pay to the Union an amount of money equal to the regular monthly dues, but shall not include any special increases or other requirements of the Union for special support from its members.

(d) Present employees not members of the Union on the effective date of this Agreement shall, on or before the sixty-first (61st) calendar day following the effective date of this Agreement or the signing date of this Agreement, whichever is later, shall become a member in good standing or tender such fees as is set forth in Section C above. New Employees hired after the effective date of this Agreement shall, on the sixty-first (61st) working day of employment, become a member of the Union or tender such fees as set forth in Section C above.

(e) The Union shall accept such initiation fee and periodic dues and if requested shall accept into the membership each employee who becomes eligible to become a member of the collective bargaining unit, who tenders to the Union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

(f) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employees.

(g) The Union assumes full responsibility for the validity and legality of such employee's deductions as are made ^{pursuant} ~~pursuant~~ to this Article and agree to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

(h) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of action taken by the Employer in complying with this Article.

(i) If any court of competent jurisdiction or administrative agency holds that this Article and/or its concept is (are) invalid, illegal or unconstitutional, or that it violates a Federal or State law, or that it is in conflict with any Federal or State law; or if the State Legislature enacts a law forbidding such Articles and/or its concept, or any part hereof (which this Article does not conform to or with), this Article shall be null and void and the Union shall reimburse all employees who have been required to pay either dues-fees or service charge; provided such employee must request the Union for reimbursement within thirty (30) calendar days of such court, agency or legislative decision or action.

(j) If any of the provisions of this Article are attached, or made the subject of a lawsuit or contested in an administrative agency proceeding, the following shall be done: No employee shall be terminated who has received a termination notice pursuant to this Article until there is a final adjudication of the suit or contestation.

(k) The Board of Education may approve an extension of employment beyond the established retirement age of 65 for a limited period.

Section 3. Check-Off.

The Employer shall deduct from the wages of the employees covered by this Agreement and remit to the Union, together with a listing of all of the employees for whom said deductions were made, on or before the fifteenth (15th) day of the month following the month said deductions were made together with a listing of the amount deducted, dues or fees uniformly required as a condition of membership in the Union, only in such cases as the employee files with the Employer proper written authority to do so.

ARTICLE III

NON-DISCRIMINATION

The parties agree not to discriminate against any person or persons because of race, creed religion, sex, age or national origin. The provisions of this article may be processed through the board level of the grievance procedure.

ARTICLE IV

STRIKE PROHIBITION

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of education, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members which is contrary to law.

ARTICLE V

MANAGEMENT RIGHTS

(a) The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, assign, discharge, or demote employees for just cause subject, however, to the employees right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

(b) The Board, on its own half and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, subject to the provisions of this Agreement, the right:

1. To direct employees of the School.
2. To relieve employees from duties because of lack of work or for other legitimate reasons.
3. To maintain the efficiency of the school operations entrusted to them,
4. To determine the methods, means and personnel by which operations are to be conducted.
5. To take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

(c) All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

ARTICLE VI

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided, that said observation shall not disrupt orderly operations.

ARTICLE VIII

STEWARDS

(a) The employees shall be represented by a Chief and an Assistant Steward who shall be chosen or selected in a manner determined by the employees and the Union.

(b) Reasonable arrangements can be made to allow the Chief and/or Assistant Stewards time off with pay for the purposes of investigating grievances and to attend grievance and negotiating meetings after approval has been obtained from the ^{Administrative} Assistant for Personnel & Planning. *M. J. H.*
Superintendent-for-Business.

(c) During their terms of office the Chief and Assistant Stewards shall be deemed to head the seniority list for the purpose of lay-off and recall, provided, they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.

ARTICLE VIII

SAFETY PRACTICES

The Employer will take reasonable measures in order to prevent or eliminate injurious hazards which the employees may encounter at their places of work.

ARTICLE IX

JURISDICTION

Terms of this Agreement apply only to regular assigned drivers transporting students from home to school, from school to school within the system, and those field trips where the Board authorizes the use of the school bus.

ARTICLE X

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall contracting or subcontracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

ARTICLE XI

SENIORITY

(a) A newly hired employee shall be on a probationary status for sixty (60) working days taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) working day probationary period the employees work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first sixty (60) working days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

(b) Upon satisfactory completion of the probationary period, the employees seniority date shall be retroactive to date of hire.

(c) Employees shall be laid off, recalled or demoted according to their seniority.

(d) An employee will lose his seniority for the following reasons:

1. He resigns.
2. He is discharged for cause and not reinstated through the grievance procedure.

3. He retires.

(e) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise his seniority and return to the bargaining unit in the event that he vacates his supervisory position.

(f) An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about October 1st of each year. Such list shall contain date of hire and the employees classification.

ARTICLE XII

ROUTE AND RUN ASSIGNMENTS

(a) A run is defined as an assigned distance traveled by a bus from an assigned starting point to an assigned terminating point.

1. A regular run involves picking up or depositing students at or near their homes at assigned bus stops.

2. A shuttle run involves transporting students between school buildings.

(b) A route is a complete, daily assignment of one or more runs which may or may not involve layover time between runs.

(c) A driver shall be paid a minimum of two (2) hours regular wages for any full daily route consisting of both morning and afternoon run assignments of less than a total of two (2) hours duration from punch-in to punch-out time. Should a driver's route assignment consist of only a morning or an afternoon route, then this shall be limited to a maximum of one hour's regular wages for any total route of less than one (1) hour.

(d) The Employer shall, by no later than the third (3rd) Friday following the start of the school calendar year, post all daily routes with the listing to include the approximate total number of miles involved.

(e) Each driver shall be allowed to apply for the route of his preference and shall be assigned, in descending order of seniority dates, to routes posted unless the Employer can demonstrate satisfactory reasons for not following this procedure.

(f) Once a driver has been assigned a route, as hereinbefore defined, his route shall not be changed except as specified under Article XIII of this Agreement.

(g) The Administrative Assistant for Personnel and Planning and the Union Business Representative shall, before permanent routes are assigned for the year, examine all assignments and reasons therefor.

(h) Kindergarten runs shall be posted separately from the regular routes and the drivers who bid on such runs shall be assigned based on their seniority. The only exception to this would be in the case where the employer is unable to hire or retain a lower seniority driver who has a minimal amount of total driving time. In any case, a seniority driver shall not be given a Kindergarten run if such would put him into a regular overtime status.

ARTICLE XIII

TRANSFER PROCEDURE

(a) Notice of all vacant and new bus routes, as they may occur during the school year, after the third Friday following the start of the school calendar year, shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy or availability and the employees shall be given five (5) working days from the posting date in which to apply to fill the vacant or new routes.

(b) Any driver with two (2) years continuous seniority making application, shall be transferred in order of seniority date to fill the vacant or new route unless the Employer can demonstrate satisfactory reasons for not making the assignment.

(c) Assignment of a seniority driver to a vacant or new route shall result in no more than two additional moves of other seniority drivers after the original posting.

(d) Vacant or new bus routes are to be posted in the following manner: Description of the bus route and its area; ^{starting date and} approximate miles involved; and approximate hours involved. It is expressly agreed that this provision shall not be subject to the grievance procedure.

(e) Upon demonstration of satisfactory reasons, the Employer shall have the right to transfer seniority drivers from one route to another.

ARTICLE XIV

DEMONSTRATION OF REASON-EMPLOYER'S OBLIGATION

(a) When it becomes necessary for the Employer to demonstrate satisfactory reasons for failure to assign seniority drivers to routes applied for, or when involuntary transfers of bus drivers are desired by the Employer, the reasons shall be submitted by the Bus Supervisor to a committee consisting of the Administrative Assistant for Personnel and Planning and the Business Representative of the Union. Either the Administrative Assistant or the Business Representative of the Union may call in, for ^{testimony} ~~testimony~~ any individual or individuals having knowledge of the reasons.

(b) Should an application for a route be refused or an involuntary transfer of a bus driver be made by the Employer without the consent of the Business Representative,

the matters involved shall be processed through the grievance procedure.

ARTICLE XV

DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employee having the right to defend himself against any and all charges, written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of agreed upon Employer rules.

ARTICLE XVI

LEAVE OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence not to exceed one (1) year, provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer, and such leave may be extended beyond the specified period of time upon mutual agreement between the parties.

(b) Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

(c) Leaves of absence shall be granted for a specified period of time for training related to an employees regular duties in an approved educational institution.

(d) Whenever an employee shall become pregnant she shall notify the Employer as soon as possible and furnish the Employer with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time that she may continue to work. The Employer then may request periodic verification of the health of the employee in relation to the performance of her normal job duties. When the medical verification of her physician would not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy.

(e) The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States

or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(f) Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, providing such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit elected or appointed to full-time position or office in the Union whose duties require his absence from work, shall be granted a leave of absence for the term of such office or position.

(h) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Union.

(i) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay and he shall retain seniority during his leave of absence and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the Employee.

ARTICLE XVII

GRIEVANCE PROCEDURE

Definitions:

(a) A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

(b) The time elements in the steps may be shortened or extended upon mutual agreement between the parties.

(c) Working days shall be defined as Monday through Friday excluding all paid holidays and non-session school days.

(d) Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such a claim, the

grievance shall not hereafter be considered a grievance under this Agreement.

(e) A grievance concerning alleged safety hazards may be processed directly to Step Three of the grievance procedure.

Step One.

(a) Any employee having a grievance shall discuss the grievance informally with his supervisor and then if the grievance is not settled orally the employee may request a meeting with the Steward to discuss the grievance.

(b) The Steward then may submit the grievance in writing to the Director of Transportation stating the remedy or correction requested, plus the fact upon which the grievance is based and the alleged contract violation. The Employee and the Steward shall sign the grievance.

Step Two.

(a) The Director of Transportation shall then, within two (2) working days meet with the Steward and the employee to discuss the grievance.

(b) The Director of Transportation shall then give his decision in writing within two (2) working days of his meeting with the Steward and the employee.

Step Three.

(a) Any appeal of a decision rendered by the Director of Transportation shall be presented in writing within five (5) working days of receipt stating the reason or reasons why the decision of the Transportation Director was not satisfactory to the Administrative Assistant for Personnel and Planning.

(b) The Business Representative of the Union shall meet with the Administrative Assistant for Personnel and Planning within five (5) working days of its written submission to him.

(c) The Administrative Assistant for Personnel and Planning shall give his decision in writing, relative to the grievance within five (5) working days of his meeting with the Business Representative of the Union.

Step Four.

(a) Any appeal of a decision rendered by the Administrative Assistant for Personnel and Planning shall be presented to the Superintendent of Schools within five (5) working days of the receipt of the decision rendered by the Administrative Assistant for Personnel and Planning.

(b) The appeal shall be in writing and state the reason or reasons why the decision of the Administrative Assistant for Personnel and Planning was not satisfactory.

(c) The Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following the date of receipt of the appeal.

(d) The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the Business Representative of the Union.

Step Five.

(a) If the decision of the Superintendent of Schools or his designate is unsatisfactory, an appeal must be presented in writing within five (5) working days of receipt of the decision of the Superintendent of Schools to the Board of Education.

(b) The written appeal must state the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory.

(c) The Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to both parties, but no later than thirty (30) calendar days from the date of receipt of the appeal.

(d) The Board of Education shall give their decision in writing relative to the grievance within five (5) working days of the Business Representative's meeting with the Board of Education.

Step Six.

(a) Should all of the proceeding efforts fail to produce a disposition satisfactory to both parties, a mediation panel shall be established. This Mediation Panel shall be composed of three (3) members; one (1) selected by the Union; one (1) selected by the Board of Education, and a third member to be selected by the two (2) already selected members. The Mediation Panel shall review the grievance and recommend a disposition to the Union and the Board of Education.

(b) Any expenses occurred through this procedure the cost shall be borne equally by the parties.

(c) The Mediation Panel, the Union or the Employer may call any person as a witness in any Mediation Panel hearing.

(d) The Mediation Panel shall not have jurisdiction to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute their discretion for that of any of the parties hereto.

(e) The Mediation Panel shall render their recommendation in writing not later than thirty (30) calendar days from the conclusion of the Mediation Panel hearing.

ARTICLE XVIII

GENERAL

Bus Assignment

The decision of placement of new buses shall be made by the Director of Transportation. If there are no other determining factors, seniority shall prevail.

(a) Drivers will be notified of any student passenger who has a serious illness such as diabetes, epilepsy, heart condition, allergies, etc. Every effort shall be made to arrange transportation home for a sick child, rather than to send them home on the bus. Bus drivers will not be required to lift handicapped children.

(b) A key to the gates and the Bus Office shall be made available to all drivers on night runs.

(c) The Employer shall provide a lounge for all of the employees covered by this agreement, which he shall designate as such. The Employer shall ensure that, so far as practicable, rest room facilities are provided for employees in the lounge he assigns for their use.

(d) The Employer will make every effort to see that the bus parking lot is sanded or salted as soon as possible after ice storms, and further to clear such areas as soon as possible.

(e) Warm up time and clean up time shall be paid by the Employer, when authorized, at the employees regular rate of pay. The wash hose that the drivers use in washing their bus shall be put out in the morning by the Employer for the driver's use.

Substitute Runs

A. Substitute bus runs are regularly scheduled bus runs which require a temporary replacement driver.

B. Drivers interested in substituting for kindergarten runs shall indicate their intent in writing to their Supervisor by September 1st of each school year.

A list of substitute drivers will then be established and broken down into three (3) equal groups if ^{over} ~~over~~ 11 drivers indicate a desire to substitute. If 11 drivers or less indicate such a desire, then the bus supervisor shall establish only two (2) groups. In forming each group, the Bus Supervisor shall try to group high and low seniority drivers together. In either instance, each group shall then be assigned an equal number of runs to be selected at random. Upon the assignment of each respective group to a given set of runs, each driver in an assigned group shall ride each run within their assigned group a minimum of two (2) times in order to learn the runs. Each driver will only be paid their regularly hourly rate for riding a total of two (2) runs as an observer. All other training

runs will be at the drivers expense.

Shuttle Runs

A shuttle run shall be defined as the transportation of students from one (1) school to another school.

Bus Run

A bus run shall be defined as any run that involves the picking up or delivering of students either to or from school or to or from home. A driver shall be paid a minimum of one (1) hour regular wage for any run of less than one (1) hour duration from punch-in to punch-out time. All lay-over time of less than one (1) hour shall be paid a minimum of one (1) hour.

Meal Allowance

(a) All assigned drivers taking field trips shall be allowed a reimbursement of not to exceed \$2.50 for a meal when a field trip extends over a meal time. The driver must submit a paid receipt to the Supervisor of Transportation within five (5) working days following the date of the field trip for validation.

(b) If a field trip extends over two (2) meal times, the driver will be reimbursed for both meals in accordance with A above. Drivers taking field trips must have at least ninety (90) minutes between the regular run including return time and field trip departure time or else he shall be eligible for a meal allowance.

Gas Allowance

A driver who is assigned a field trip of lengthy duration shall be provided with cash monies, which would be subject to itemization by the employee, in order that the employee would have such monies if needed to purchase gasoline for such field trip.

Cancellations

In the event that an assigned field trip is cancelled, the driver of that trip shall be eligible for the next posted field trip, except for field trips already previously posted and assigned for that same date. If assigned driver shows up at the bus yard and bus field trip has been cancelled, he shall be paid at least two (2), but not more than two (2) hours wages.

Chaperones

There shall be an adult chaperone for each bus on every field trip. Any exceptions to the bus riding rules on such trips must be mutually agreed upon between the Chaperone and the assigned bus driver of that trip.

Field Trip Routes

Whenever possible, the Supervisor of Transportation shall assist the assigned driver

in making a map or a set of detailed instructions for future references to the same destination.

Field Trip Wages

(a) Overnight field trips shall be paid at the rate of \$3.35 per hour for actual driving time. The driver will not be paid for layover time. The employer shall pay up to \$18 per night for overnight lodging upon submission of a motel receipt by the driver.

(b) All other field trips shall be paid at the rate of \$3.35 per hour from the time of departure until time of return.

(c) All field trips shall be included in all computations of weekly overtime.

(d) The minimum pay for any field trip shall be \$5.

(e) In the event of occurrence of an emergency situation during the time the assigned driver is on the field trip, the final decision as to whether to return to the Brighton Area Schools or lay-over shall be made by the Supervisor of Transportation. If the field trip driver is advised not to return by the Supervisor of Transportation the Employer will reimburse the employee for housing and meals until the driver is instructed to return, upon the driver furnishing receipts of such expenses to the employer. The driver will not be paid for layover time involved in emergency situations.

(f) In the event that a driver on a field trip is prevented from completing his normal daily work assignment, the driver shall be paid no less than his normal daily wage.

Safety

No driver shall be requested or ordered to operate an unsafe vehicle in the performance of his job duties. Drivers legitimately refusing to operate an unsafe vehicle shall not be subject to reprimand, suspension or discharge.

Training

Drivers shall be reimbursed at their regular rate of pay for attending the minimum number of hours necessary to upgrade their certification. For all school sessions which are conducted outside the Brighton Area, sufficient transportation will be provided from the Bus Garage by the Employer for all attending employees. Payment will be made at the close of the school year those drivers regularly assigned.

Job Related Duties

Drivers shall be paid at their regular rate of pay when required by the administration to participate in job related functions. Amount of time needed, and place of work shall be determined when authorized by the administration. To claim reimbursement under the provisions of this article, drivers must have received written authorization prior to the performance of such work.

ARTICLE XIX

HOURS AND WORK WEEK

Section 1.

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 120 hours thereafter.

(b) The normal work day shall be defined as the regular bus runs that a driver makes on a daily basis.

Section 2. Overtime Rates Will Be Paid As Follows:

Time and one-half (1½) will be paid for all time worked in excess of forty (40) hours in one work week.

Section 3. Field Trips - Extra Runs

(a) A field trip or extra run, for the purposes of this Agreement, shall be any trip of one (1) hour or more duration from time of departure until time of return which involves the usage of a school bus for the transport of any students, except in the regular transport of students to and from their schools.

(b) A split field trip date is any trip of one (1) or more buses, where the posted time and date of departure of passengers on the scheduled field trip is at least twenty-four (24) hours earlier than the posted time and date of return of the passengers on the same scheduled field trip, and the driver or drivers have returned to the Brighton Area following the delivery of passengers and prior to the scheduled return time.

(c) On all field trips classified as split field trips date, bus or buses needed for delivery of passengers to destination shall be posted as a separate field trip or trips; and the bus or buses needed for the return of the passengers to the Brighton Area shall be posted as a separate field trip or trips.

Section 4. Distribution of Field Trips

(a) At the beginning of each school calendar year, each bus driver shall indicate in writing to the Supervisor of Transportation on forms provided by the Employer if they desire to be placed on either the Active or Inactive Seniority List, so that the Supervisor of Transportation will have an available listing of all the Bus Drivers who desire to take Field Trips. An employee may also be transferred from either the Active Seniority List to the Inactive Seniority List or from the Inactive to the Active Seniority List at any time during the school year, by requesting the form from the Supervisor of Transportation and by submitting the proper application in writing to the Supervisor of Transportation.

(b) When Field Trips are to be scheduled, the Supervisor of Transportation shall

contact the Bus Driver with the most seniority on the Active Seniority List first. Then, as additional Field Trips become available, the Transportation Supervisor shall continue to go down the entire Active Seniority List until each Bus Driver has either taken a Field Trip or has had the opportunity to take a Field Trip. When all of the Bus Drivers on the Active Seniority List have either driven on a Field Trip or have been asked, and refused to drive a Field Trip, the Transportation Supervisor shall then once again go to the most senior Bus Driver on the Active Seniority List and again continue to rotate all the Field Trip Runs according to seniority among all of the drivers on the Active Seniority List.

(c) In the event that all of the Bus Drivers on the Active Seniority List refuse the Field Trip or Trips, the Employer may require the least seniority Bus Driver on the Active Seniority List to make the Field Trip or Trips.

(d) When there would not be enough drivers on the Active Seniority List to meet the needs of the Employer, the Employer then may require the least senior employee or employees on the Inactive Seniority List to take the Field Trip or Trips.

(e) This roster shall remain on a continuous basis throughout the regular school year.

Section 5. Acceptance or Rejection of Field Trips by Drivers

(a) Each driver on the roster, as his turn approaches, will indicate acceptance or rejection of upcoming trip, by writing Yes or No in the appropriate column, next to his name, on the field trip or trips posted.

An eligible assigned driver shall so signify his intent by no later than 12:00 Noon of the work day preceeding the trip. Failure to sign before the deadline shall be taken as a rejection and the driver shall be by-passed until his turn comes around again.

(b) So far as practicable, all scheduled field trips on the same date should be posted at the same time.

(c) In the event that there is more than one (1) field trip scheduled and posted for any given date, the next eligible driver shall indicate by number his choice of all the scheduled field trips for that date. Once an eligible driver has turned down all posted scheduled field trips, he may not return to bid on any other unscheduled field trips coming into the Transportation Office for that date, and must wait his turn on the roster.

Every effort shall be made to follow the roster order and take drivers in turn whenever possible however, short notice field trips will not count as a regular turn if taken out of order.

Section 6. By-Pass of Driver

Drivers that do not show up for a trip or change their mind on the day of the trip, will be by-passed the next time around the assignment roster.

Section 7. No Trading of Field Trips

The trading of field trips will not be permitted.

Section 8. Posting of Field Trips

So far as practicable, a list of all field trips should be posted, giving time, date, destination, passengers and number of vehicles needed, at least forty-eight (48) hours in advance of field trip time. Monday field trips should be posted no later than 9:00 a.m. the preceding Friday morning. Saturday field trips should be posted no later than 10:00 a.m. the preceding Thursday morning.

Section 9. Assignment of Field Trips

So far as practicable, the Transportation Supervisor should have field trip assignments posted by 2:30 p.m. on the work day prior to the date of the scheduled field trip.

Section 10. Field Trip Assignments during Vacation Periods

Until such time as the employer is no longer obligated to incur an unemployment compensation liability for the underemployment of drivers utilized on field trips during district vacation periods, field trip assignments during such vacation periods shall be made at the discretion of the District and Sections 4 - 9 above shall not apply.

ARTICLE XI

SICK LEAVE

Section 1. Sick Leave

(a) Each regularly assigned driver will be entitled to sick leave accumulated in an individual single sick leave bank at the rate of ten (10) days per year accumulative to forty (40) days. Payment for a sick leave day shall be at the employees regular hourly rate of pay based on his standard hours per day for his regularly assigned run(s).

(b) Allowance for sick leave for assigned drivers employed less than one (1) year shall be pro-rated on the basis of time served.

(c) Sick Leave may be granted for the following reasons:

1. Personal illness of such nature as to render the employee unfit for service.
2. Serious illness in the immediate family, limited to parents, wife, husband or child.
3. Death in the immediate family and other close relatives.

4. Personal business that cannot be done outside working hours, if prior approval has been obtained from the Supervisor of Transportation.

(d) The Administrator reserves the right to demand a doctor's certificate for proof of number one or two above.

(e) Records of sick leave taken and accumulated shall be furnished to the employee on or about October 1st of each year.

(f) Unused sick leave days, over and above 30 days shall be reimbursed at $\frac{1}{2}$ the employees regular hourly rate of pay based on his standard hours per day for his regularly assigned run(s). Payment shall be made by the District at the end of each school year.

ARTICLE XXI

PAID TIME

All employees covered by this Agreement who work the full school year shall receive a total of four (4) additional days pay in January of each year and a total of six (6) additional days pay in June of each year even though no work is performed by the employee for such days, providing the employee is working during said periods of time. Employees who do not work the full school year shall receive pro-rated days.

ARTICLE XXII

INSURANCE

(a) The Board will make the following contributions toward:

Blue Cross MWF-2 or
MESSA Super-Med 2 or
Delta Dental Plan A or
Other MESSA Optical Insurance Benefits

It is expressly understood that the employer contribution toward any of the above insurance plans is expressly subject to approval through the respective carrier and further shall be subject to the rules and regulations established by the carrier. In any case, the employers liability and responsibility is expressly limited to the payment of the premium contribution specified below.

| Year | Year | Year | Year |
|-------------------|-------------------|-------------------|--------------------|
| 1st \$9.50 month | 4th \$12.50 month | 7th \$15.50 month | 10th \$18.50 month |
| 2nd \$10.50 month | 5th \$13.50 month | 8th \$16.50 month | 11th \$19.50 month |
| 3rd \$11.50 month | 6th \$14.50 month | 9th \$17.50 month | 12th \$20.50 month |
| | | | 13th \$21.50 month |

Insurance benefits will continue through the summer months if the employee starts at the beginning of the school year and works throughout the school year to its completion.

ARTICLE XXIII

DRIVER LICENSING

Chauffeur's

Bus Drivers shall obtain a ~~Chauffeur's~~ License as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The cost of this license shall be paid by the Employer on a yearly basis, in a separate check at the end of the school year on a pro-rated basis, providing the employee has completed the full year.

ARTICLE XXIV

PHYSICAL EXAMINATIONS

Each employee covered by this Agreement shall annually be given a physical examination and the Employer shall pay up to \$15 towards the cost of such examination.

ARTICLE XXV

CLOTHING ALLOWANCE

The Employer shall provide to all seniority drivers covered by this Agreement a jacket, with a wind breaker lining, with the Employer to pay the full cost of such jackets. The jackets shall be issued to seniority drivers on a bi-annual basis. In the event a driver terminates his employment with the employer, prior to the completion of one calendar year from which date the employee received such jacket, he shall reimburse the employer the total cost of such jacket.

ARTICLE XXVI

ACT OF GOD DAYS

Assigned drivers will be paid for all days when school is not in session if those days are considered official attendance days by the State of Michigan unless on leave of absence.

ARTICLE XXVII

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service. An employee who is excused from jury duty prior to the end of the work day shall report back to his work station.

ARTICLE XXVIII

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classifications as set forth on Schedule A attached hereto and made a part hereof by reference.

First Year Seniority Driver shall be paid at first year driver's rate from completion of probationary period to completion of thirty-six (36) school weeks of actual driving time.

Second Year Seniority Driver shall be any driver that has successfully completed the required thirty-six (36) school weeks driving, and his time from the beginning of his thirty-seventh (37) week to the end of seventy-two (72) week shall be paid for at this rate.

Third Year Seniority Driver shall be any driver that has successfully completed the required seventy-two (72) weeks driving, and his time from the beginning of the seventy-third (73) week to end of the one hundred and eight (108) week, shall be paid for at this rate.

ARTICLE XXIX

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXX

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer unless the same has been executed in writing between the parties and ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplement shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXXI

TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until June 30, 1976.

(b) If either party desires to terminate this Agreement it shall Ninety (90) calendar days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on Ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify or change this Agreement it shall Ninety (90) calendar days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, The International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48227 and if to the Employer addressed to The Brighton Area Schools, 1010 State Street, Brighton Michigan 48116 or to any other address the parties may make available to each other.

(e) The effective date of this Agreement is July 1, 1975.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

BRIGHTON AREA SCHOOLS

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL #547, AFL-CIO

Eleanor J. McIntyre

Robert B. Ross
Business Manager

[Signature]

Richard [Signature]
President

Donald J. Shoney

[Signature]
Recording-Corresponding Secretary

SCHEDULE "A"

SALARY SCHEDULE

Effective July 1, 1975

| | |
|------------------------------------------|-----------------|
| Probationary Driver (60 Working Days) | \$3.56 per hour |
| First (1st) and Second (2nd) Year Driver | 3.78 per hour |
| Third (3rd) Year, or over, Driver | 4.56 per hour |